

LAWRENCE BREWSTER, Regional Solicitor
DAVID M. KAHN, Counsel for Employment Standards
KATHERINE M. KASAMEYER, Trial Attorney
email: Kasameyer.katherine@dol.gov
California State Bar Number 261820
United States Department of Labor
Office of the Solicitor
90 Seventh Street, Suite 3-700
San Francisco, California 94103
Telephone: (415) 625-7742
Facsimile: (415) 625-7772

Attorneys for plaintiff, Hilda L. Solis, Secretary
United States Department of Labor

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

HILDA L. SOLIS, Secretary of Labor, United States Department of Labor,)	Docket No.: 2: 11-CV- 01185-JCM-PAL
)	
Plaintiff,)	CONSENT JUDGMENT
v.)	
)	
)	
CHIP-N-DALE'S CUSTOM LANDSCAPING, INC., a Nevada Corporation, GREG STRUHL, an Individual, and RUBEN ENRIQUEZ, an individual,)	
)	
Defendants.)	

Plaintiff, Hilda L. Solis, Secretary of Labor, United States Department of Labor, having filed her complaint, and defendants, Chip-N-Dale's Custom Landscaping, Inc., Greg Struhl, and Ruben Enriquez (collectively "defendants"), having been duly advised on the proceedings, without admitting to the allegations contained within the complaint, agree to the entry of this consent judgment in settlement of this case without contest.

1. Defendants, their officers, agents, servants, employees, and all persons in active concert or participation with them be, and they hereby are, permanently enjoined and restrained

1 from violating the provisions of sections 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of
2 1938 (“FLSA”), 29 U.S.C. §§ 215(a)(2) and 215(a)(5), in any of the following manners:

3 a. Defendants shall not, contrary to sections 6 and 15(a)(2) of the FLSA, pay
4 any of their employees who in any workweek are engaged in commerce or in the production of
5 goods for commerce or who are employed in an enterprise engaged in commerce or in the
6 production of goods for commerce, within the meaning of the FLSA, wages at a rate less than
7 \$7.25 per hour (or at a rate less than such other applicable minimum rate as may hereinafter be
8 established by amendment to the FLSA).

9 b. Defendants shall not, contrary to sections 7 and 15(a)(2) of the FLSA,
10 employ any of their employees who in any workweek are engaged in commerce or the
11 production of goods for commerce, or who are employed in an enterprise engaged in commerce
12 or in the production of goods for commerce, within the meaning of the FLSA, for workweeks
13 longer than forty hours, unless such employee receives compensation for his employment in
14 excess of forty hours at a rate not less than one and one-half times the regular rates at which he is
15 employed.

16 c. Defendants shall not fail to make, keep and preserve records of their
17 employees and of the wages, hours, and other conditions and practices of employment
18 maintained by them as prescribed by the regulations issued, and from time to time amended,
19 pursuant to section 11(c) of the FLSA and found in 29 C.F.R. Part 516, including the
20 requirement to make, keep and preserve records of the time each employee starts and ends work
21 each day.

22 2. Defendants shall not request, solicit, suggest, or coerce, directly, or indirectly,
23 any employee to return or to offer to return to the defendants or to someone else for the
24 defendants, any money in the form of cash, check, or any other form, for wages previously due
25 or to become due in the future to said employee under the provisions of this judgment or the

FLSA; nor shall defendants accept, or receive from any employee, either directly or indirectly, any money in the form of cash, check, or any other form, for wages heretofore or hereafter paid to said employee under the provisions of this judgment or the FLSA; nor shall defendants discharge or in any other manner discriminate, nor solicit or encourage anyone else to discriminate, against any such employee because such employee has received or retained money due to him from the defendants under the provisions of this judgment or the FLSA.

3. Defendants shall not withhold back wages from the plaintiff the sum of \$55,000, which represents the unpaid overtime compensation hereby found to be due, for the period April 1, 2008 through April 1, 2010, plus \$220 in post-judgment interest, to the present and former employees named in exhibit A, attached hereto and made a part hereof, in the amounts set forth therein, less deductions for employees' share of social security, federal income tax, and state income tax. These amounts will be paid in thirteen installments as described below.

4. The amounts described in paragraph 3 shall be paid in thirteen installments as follows:

Down payment due ten days from date of entry of decree:	\$11,000
September 21, 2011	\$3,685
October 21, 2011	\$3,685
November 21, 2011	\$3,685
December 21, 2011	\$3,685
January 21, 2012	\$3,685
February 21, 2012	\$3,685
March 21, 2012	\$3,685
April 21, 2012	\$3,685
May 21, 2012	\$3,685
June 21, 2012	\$3,685
July 21, 2012	\$3,685
August 21, 2012	\$3,685

1 5. The provisions of paragraphs 3 and 4 of this consent judgment will be deemed
2 satisfied by defendants delivering to plaintiff's representative the following on or before each of
3 the installment dates listed in paragraph 4:

4 a. A schedule in duplicate showing the name, last known address, social
5 security number, gross amount of wages due, amounts deducted from gross wages for each
6 employee's share of social security, amount deducted for federal income tax, amount deducted
7 for state income tax, and the net amount of such payment for each employee named in exhibit A.
8 The amount deducted from the sums enumerated in exhibit A hereof for social security, federal
9 income tax, and state income tax shall be paid by defendants to the appropriate federal and state
10 revenue authorities and appropriate proof of such payment shall be furnished to plaintiff by
11 defendants.

12 b. Payments shall be in the form of certified or cashiers checks, in the
13 amounts stated above in paragraph 4, made payable to the order of the "Wage and Hour Div.,
14 Labor," less legal deductions as listed on the schedule referred to in subparagraph (a).

15 c. The payment shall be made by mailing such check by certified mail with
16 the schedule hereinbefore described to the United States Department of Labor, Wage and Hour
17 Division, Las Vegas District Office, 600 Las Vegas Blvd., S. Suite 750, Las Vegas, Nevada
18 89101.

19 d. Should defendants fail make the aforesaid payments set forth above on or
20 before the dates set forth above, the entire amount of the balance of unpaid compensation
21 remaining shall become due without further notice by plaintiff to defendants, and that amount
22 shall be subject to post-judgment interest at the rate of ten percent per annum.

23 6. The amounts so paid shall be used by the plaintiff to satisfy the obligations
24 imposed under the provisions of section 16(c) of the FLSA, 29 U.S.C. § 216(c), and shall be
25 distributed to the employees named and in the amount set forth in exhibit A to this consent

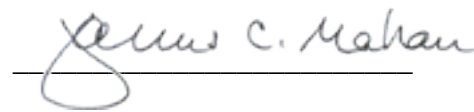
1 judgment (or to their heirs or estates). Any monies not distributed by the Wage and Hour
2 Division because of a failure to locate an employee or because of an employee's refusal to accept
3 said distribution shall be deposited with the Treasurer of the United States, pursuant to 28 U.S.C.
4 § 2041.

5 7. Further, the filing, pursuit, and/or resolution of this proceeding with the filing of
6 this consent judgment shall not act as or be asserted as a bar to any action under section 16(b) of
7 the FLSA, 29 U.S.C. § 216(b), as to any employee not named on the exhibit A attached to this
8 consent judgment and incorporated hereto by reference, nor as to any employee named on the
9 exhibit A for any period not specified herein for the back wage recovery provisions.

10 8. Each party shall bear all fees, including attorneys' fees, and other expenses
11 (including court costs) incurred by such party in connection with any stage of this proceeding to
12 date.

13 This court shall retain jurisdiction of this action for purposes of enforcing compliance
14 with the terms of this consent judgment.

15
16 IT IS SO ORDERED:

17
18 

19 UNITED STATES DISTRICT JUDGE

20 DATED: August 18, 2011

1 Plaintiff and defendants consent to entry of this consent judgment this 15 day of Aug, 2011.

2
3 For plaintiff

4 M. PATRICIA SMITH
5 Secretary of Labor

6 LAWRENCE BREWSTER
7 Regional Solicitor

8 DAVID M. KAHN
9 Counsel for Employment Standards

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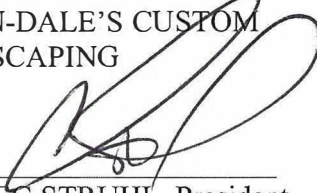
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For defendants

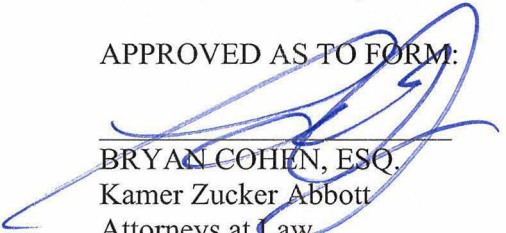

RUBEN ENRIQUEZ, an individual


GREG STRUHL, an individual

CHIP-N-DALE'S CUSTOM
LANDSCAPING
By: 
GREG STRUHL, President

APPROVED AS TO FORM:

By: 
KATHERINE M. KASAMEYER
Trial Attorney


BRYAN COHEN, ESQ.
Kamer Zucker Abbott
Attorneys at Law
Attorneys for defendant Chip-N-Dale's
Custom Landscaping, Inc.

UNITED STATES DEPARTMENT OF
LABOR

Attorneys for the plaintiff

Dated: Aug 15, 2011

EXHIBIT A

	EMPLOYEE	BACK WAGES	POST JUDGMENT INTEREST	TOTAL
1				
2				
3				
4	ACUNA, RAFAEL	\$598.54	\$2.39	\$600.93
5	ALARCON, DAVID	\$853.07	\$3.41	\$856.48
6	ALAVAREZ ORLANDO, BIBIANO	\$21.61	\$0.09	\$21.70
7	ALAVAREZ VENANCIO, EUDIN	\$481.46	\$1.93	\$483.38
8	ANDRADE VAZQUEZ, MANUEL	\$110.42	\$0.44	\$110.86
9	ARROYO, ENRIQUE	\$383.07	\$1.53	\$384.60
10	ARZOLA – NAVARETTE, JESUS	\$862.39	\$3.45	\$865.84
11	AYALA, ALEJANDRO	\$598.54	\$2.39	\$600.93
12	BACA GOMEZ, EDWIN	\$202.51	\$0.81	\$203.32
13	BALLINAS, LUIS	\$1,273.58	\$5.09	\$1,278.68
14	BARRALES LUNA, ISMAEL	\$129.68	\$0.52	\$130.20
15	BARTOLO, ELISEO	\$389.05	\$1.56	\$390.61
16	BOLANOS ROJAS, JOSE LUIS	\$608.73	\$2.43	\$611.16
17	BRAVO, JORGE	\$280.98	\$1.12	\$282.11
18	CARRILLO GONZALEZ, PABLO	\$312.46	\$1.25	\$313.71
19	CHABLE ARIAS, RODEMAR	\$1,017.52	\$4.07	\$1,021.59
20	CORTEZ MENDEZ, BENITO	\$21.61	\$0.09	\$21.70
21	CORTEZ MORENO, ALEJANDRO	\$172.91	\$0.69	\$173.61
22	CORTEZ NICOLAS, JUAN CARLOS	\$432.28	\$1.73	\$434.01
23	CRUZ, TOMAS	\$129.68	\$0.52	\$130.20
24	CUELLAR SANCHEZ, ARMANDO	\$108.07	\$0.43	\$108.50
25	DUARTE, SAMUEL A.	\$151.29	\$0.61	\$151.90
	ENRIQUEZ, RODOLFO	\$1,714.59	\$6.86	\$1,721.45
	ESTRADA SALAZAR, FERNANDO	\$1,267.24	\$5.07	\$1,272.31
	GALVEZ-CEGUEDA, GERARDO	\$49.88	\$0.20	\$50.08
	GARCIA GUTIERREZ, CARLOS	\$21.61	\$0.09	\$21.70
	GIRON JUAREZ, ELMER	\$919.80	\$3.68	\$923.48
	GOMEZ, MAXIMO	\$1,259.13	\$5.04	\$1,264.17
	GOMEZ SOLANO, ALEJANDRO	\$1,064.70	\$4.26	\$1,068.96
	GOMEZ SOLANO, LEONARDO	\$316.63	\$1.27	\$317.90
	GONZELS-CEGUEDA, RENE	\$1,258.60	\$5.03	\$1,263.63
	GONZALEZ, BENINGO	\$682.33	\$2.73	\$685.06
	GONZALEZ, REY	\$335.79	\$1.34	\$337.13
	GONZALEZ, ROBERTO	\$717.13	\$2.87	\$720.00
	GONZALEZ FLORES, AMADOR	\$1,200.38	\$4.80	\$1,205.18
	GONZALEZ FLORES, JOSE	\$1,114.43	\$4.46	\$1,118.89

1	GONZALEZ MARTINEZ, GONZALO	\$139.29	\$0.56	\$139.85
2	GUARDADO, PEDRO	\$148.97	\$0.60	\$149.57
3	GUIRIN, VALENTIN	\$455.99	\$1.82	\$457.81
4	HERNANDEZ, FERNANDO	\$21.61	\$0.09	\$21.70
5	HERNANDEZ, ROBERTO	\$1,141.16	\$4.56	\$1,145.72
6	HERNANDEZ GARCIA, SALVADOR	\$151.29	\$0.61	\$151.90
7	HERNANDEZ LIRA, SELESTINO	\$302.60	\$1.21	\$303.81
8	HERNANDEZ ROSAS, JAVIER	\$151.29	\$0.61	\$151.90
9	LARRAVE, RUBEN	\$212.82	\$0.85	\$213.67
10	LINARES PAVON, JOSE	\$432.28	\$1.73	\$434.01
11	LOPEZ, CHAVEZ, MISAEL	\$821.33	\$3.29	\$824.61
12	LOPEZ ENRIQUEZ, MARIO	\$383.07	\$1.53	\$384.60
13	MALAGA, ANTONIO	\$349.15	\$1.40	\$350.55
14	MALDONADO AYALA, CRUZ	\$1,074.60	\$4.30	\$1,078.90
15	MALDONADO DOMINGUEZ	\$216.14	\$0.86	\$217.00
16	MARIN, EDGAR HECTOR	\$1,590.41	\$6.36	\$1,596.78
17	MARTINEZ CAMPOS, CARMELO	\$527.35	\$2.11	\$529.46
18	MARTINEZ DOLORES, AMADOR	\$151.29	\$0.61	\$151.90
19	NAVA, RUBEN	\$1,851.22	\$7.40	\$1,858.63
20	NAVARRO, JUAN	\$402.35	\$1.61	\$403.96
21	NUNO, DANIEL	\$270.03	\$1.08	\$271.11
22	ORTEGA CARRANZA, OTTO	\$95.14	\$0.38	\$95.52
23	ORTEGA GARCIA, GUSTAVO	\$672.63	\$2.69	\$675.32
24	PALENCIA, GERMAN	\$145.21	\$0.58	\$145.79
25	PALENCIA, JULIAN B.	\$163.47	\$0.65	\$164.13
	PAREDES, JOSE	\$177.68	\$0.71	\$178.39
	PEDRAZA, ANTONIO	\$199.51	\$0.80	\$200.31
	PEDRAZA, CLAUDIO	\$517.83	\$2.07	\$519.90
	PEREZ HERNADEZ, ARMANDO	\$653.57	\$2.61	\$656.18
	PEREZ MELENDES, ERNESTO	\$599.70	\$2.40	\$602.10
	PEREZ OSORIO, ALFREDO	\$237.75	\$0.95	\$238.70
	PEREZ SANTOS, ANDRES	\$875.89	\$3.50	\$879.39
	PEREZ VICTORIANO, GERARDO	\$266.02	\$1.06	\$267.08
	PONCE GARCIA, RENE	\$1,054.02	\$4.22	\$1,058.24
	RAMIREZ, MISAEL	\$1,826.16	\$7.30	\$1,833.47
	RAMOS, ELIGIO	\$261.23	\$1.04	\$262.27
	RIVERA GARCIA, CRISTOBAL	\$1,276.89	\$5.11	\$1,281.99
	RIVERA GARCIA, FAUSTINO	\$303.26	\$1.21	\$304.47
	RIVERA GARCIA, JOSE ALBERTO	\$778.84	\$3.12	\$781.95
	RIVERA VERGARA, GREGORIO	\$1,054.86	\$4.22	\$1,059.08
	RODRIGEZ, JOSE M.	\$409.66	\$1.64	\$411.30

1	RODRIGUEZ, ROLANDO	\$175.58	\$0.70	\$176.28
2	RODRIGUEZ CAMPOS	\$2,195.65	\$8.78	\$2,204.43
3	ROMUALDO, ALEJANDRO	\$914.98	\$3.66	\$918.64
4	ROSALES, JAIRO ANTONIO	\$158.28	\$0.63	\$158.91
5	SERAFIN, GERMAN	\$420.79	\$1.68	\$422.47
6	SOBERANEZ ESPEJEL, CRISTINO	\$287.30	\$1.15	\$288.45
7	TIASECA, HUMBERTO	\$237.75	\$0.95	\$238.70
8	TIASECA SALDIVAR, ENRIQUE	\$939.37	\$3.76	\$943.13
9	TIATENCHI-GARCIA, GUILLERMO	\$139.66	\$0.56	\$140.22
10	TORRES, ELPIDIO	\$1,409.38	\$5.64	\$1,415.02
11	VALIENTE RAMON, SANTIAGO	\$605.19	\$2.42	\$607.61
12	VALIENTE SEVILLA, GREGORIO	\$271.34	\$1.09	\$272.42
13	VASQUEZ NEBLINA, BULMARO	\$783.99	\$3.14	\$787.13
14	VAZQUEZ NELINA, DIEGO	\$475.51	\$1.90	\$477.41
15	VENTURA FUENTES, JORGE			
16	MARIO	\$63.84	\$0.26	\$64.10
17	VILLA CEDILLO, GERARDO	\$642.24	\$2.57	\$644.81
18	VILLAGOMEZ, AURELIANO	\$1,853.89	\$7.42	\$1,861.31
19	TOTAL	\$55,000.00	\$220.00	\$55,220.00
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